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Attorneys for Plaintiff and Counter Defendant
ViaSat, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

ViaSat, Inc.,
a Delaware corporation,

Plaintiff
and Counter Defendant,

v.

Acacia Communications, Inc.,
a Delaware corporation,

Defendant
and Counter Claimant,

) Case No.: 3:16-cv-00463-BEN-JMA
)
) **Plaintiff ViaSat, Inc.'s Notice of**
) **Motion and Motion for Partial**
) **Summary Judgment**
)
) Date: March 5, 2018
) Time: 10:30 a.m.
) Place: Courtroom 5A
) 221 West Broadway
) San Diego, CA 92101
) Dist. Judge: Hon. Roger T. Benitez
) Hon. Magistrate Jan M. Adler
) Case Initiated: January 21, 2016
)

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 5, 2018, at 10:30 a.m., or as soon thereafter as counsel may be heard in Courtroom 5A of the Edward J. Schwartz Courthouse, located at 221 West Broadway, San Diego, CA 92101, Plaintiff and counter defendant ViaSat, Inc. (“ViaSat”), will move, and hereby does move, under Rule 56 of the Federal Rules of Civil Procedure, for an order granting partial summary judgment on ViaSat’s claims for breach of contract and misappropriation of trade secrets. ViaSat submits that based on the undisputed material facts, and as a matter of law, defendant is liable to ViaSat for breach of the License Agreement between the parties, and that ViaSat has established the misappropriation element of its claim for misappropriation of trade secrets. Therefore, ViaSat seeks an order finding that defendant is liable to ViaSat for breach of contract (with damages to be determined at trial), and that defendant misappropriated ViaSat’s claimed trade secrets 1 through 6 (with the validity of those trade secrets and damages to be determined at trial).

This Motion is based on this Notice of Motion and Motion, the Memorandum of Points and Authorities in Support of ViaSat, Inc.’s Motion for Partial Summary Judgment attached hereto, the Declaration of Kenneth M. Fitzgerald and exhibits attached to it, all of which are filed and served with this notice, and all evidence and argument as may be presented at the hearing of this matter.

Dated: February 2, 2018

FITZGERALD KNAIER LLP

By: s/ Kenneth M. Fitzgerald
Kenneth M. Fitzgerald, Esq.
Keith M. Cochran, Esq.

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Patrick M. Shields, Esq.

Attorneys for Plaintiff and Counter
Defendant ViaSat, Inc.

CERTIFICATE OF SERVICE

I certify that today I am causing to be served the foregoing document by CM/ECF notice of electronic filing upon the parties and counsel registered as CM/ECF Users. I further certify that am causing the foregoing document to be served by electronic means via email upon counsel for Acacia Communications, Inc., per the agreement of counsel.

Dated: February 2, 2018

s/ Kenneth M. Fitzgerald

Kenneth M. Fitzgerald, Esq.